

MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27th day of August, 2013, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON HIGH SCHOOL RODEO TEAM, hereinafter called "GHS RODEO TEAM", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for GHS RODEO TEAM to perform certain services to the community; and

WHEREAS, GUNNISON believes supporting an event of this nature carries on the western heritage of our community and provides young adults a positive competitive sport that is not sanctioned by the Colorado High School Activities Association; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. GHS RODEO TEAM agrees to host a high school rodeo on September 14th and 15th, 2013, at which high school aged students from all areas of Colorado may participate in the sport of rodeo.
2. GHS RODEO TEAM agrees to:
 - (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
 - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
 - (c) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
 - (d) not utilize City funds as a "pass through" to other City funded programs

without a specific allowance or reference in this agreement.

3. GUNNISON hereby agrees to provide financial assistance for stock contractor, rodeo announcer, rodeo judges fees, and other associated costs from funds previously appropriated and budgeted for additional contracts for service up to the amount of Five-Thousand and no/100 Dollars (\$5,000.00) to GHS RODEO TEAM within thirty (30) days of execution of this agreement.
4. GHS RODEO TEAM agrees to provide GUNNISON with a synopsis of the rodeo, including number of contestants, during the term of this agreement, and in no event, later than December 31, 2013.
5. GHS RODEO TEAM agrees to refund to GUNNISON any funding up to the \$5,000 awarded that is not necessary to cover expenses for the 2013 rodeo.
6. This written agreement constitutes the only expressed or implied understanding between GUNNISON and GHS RODEO TEAM, respectively.
7. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

Gail A. Davidson
City Clerk

CITY OF GUNNISON, a Colorado
home-rule municipality

By_____
Robert E. Drexel
Mayor

GUNNISON HIGH SCHOOL RODEO TEAM

By_____
Beau Hindi, Parent Sponsor